

MEMORANDUM OF UNDERSTANDING

between the

RAINBOW MUNICIPAL WATER DISTRICT

and the

**RAINBOW ASSOCIATION OF SUPERVISORS AND
CONFIDENTIAL EMPLOYEES**

January 1, 2011 to June 30, 2014

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Preamble

This Agreement made and entered into this 10th day of January, 2011, to be effective the 1st day of January, 2011, and between the Rainbow Municipal Water District, hereinafter referred to as the District, and the Rainbow Association of Supervisors and Confidential Employees, hereinafter referred to as the Association.

Witnesseth:

WHEREAS, the District has voluntarily endorsed the practices and procedures of collective negotiations as a fair and orderly way of conducting its relations with its employees insofar as such practices and procedures are appropriate to the functions and obligations of the District to retain the right to operate the District effectively in a responsible and efficient manner; and

WHEREAS, it is the intent and purpose of the parties to set forth herein their entire Agreement covering rates of pay; wages, hours of employment, and other conditions of employment; to increase the efficiency and productivity of employees in the District; and to provide for prompt and fair settlement of grievances without an interruption of or other interference with the operation of the District;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties do mutually covenant and agree as follows:

Both parties mutually agree that their objective is for the good and welfare of the District and Association members alike. Both parties further agree that in the interest of collective bargaining and harmonious relations they will at all times abide by the terms and conditions as hereafter set forth and agree upon. The District and Association regard all personnel as public employees who are to be governed by high ideals of honor and integrity in all public and personal conduct so as to merit the trust and confidence of the general public and fellow employees.

Article 1 Recognition

The District recognizes the Rainbow Association of Supervisors and Confidential Employees as representative of the representation unit set forth below, if said Association represents a simple majority of the District's Supervisors and Confidential Employees. The District agrees to meet and confer with said Association on all matters relating to the scope of representation pertaining to the employees of said representation unit, as required by the Meyers Miliias Brown Act and other laws. The recognized representation unit shall consist of all Supervisors and Confidential Employees of the District who are affiliated with the Association.

Article 2 Implementation

It is agreed that this Memorandum of Understanding shall not be effective until the District Board of Directors:

1. Acts, by majority vote, formally to approve and adopt said Memorandum of Understanding;
2. Acts to budget the necessary funds required to implement the provisions of the Memorandum of Understanding which require funding,

3. Agrees to work under provisions of existing Memorandum of Understanding until a successor agreement is reached; and
4. Agreement is signed by the designated District Board of Director and Association representative.

Article 3 Term

The term of this Memorandum shall commence on January 10, 2011 , with an effective date of January 1, 2011, and shall expire and otherwise be fully terminated at 12:00 midnight on June 30, 2014.

Article 4 Renegotiation

In the event that the Association and the District desires to negotiate the provisions of a successor Memorandum of Understanding, said party shall serve upon the other not later than January 15, 2014, its written request to commence negotiations. Upon receipt of such written notice, meet and confer shall begin no later than February 15, 2014, unless written notice is given by either party and agreed to by the other party prior to February 15, 2014, agreeing to an alternate starting date. Target date for completion of negotiations is June 1, 2014.

Article 5 Non-Discrimination

The District and the Association mutually agree that there will be no discrimination against any employee in the application of the terms of this Agreement by reason of race, sex, age, physical or mental disability, religion or any other category protected by applicable federal, state or local law. The District and Association agree that the District is permitted to take all actions necessary to comply with all applicable federal, state and local laws and regulations, including but not limited to the Americans with Disabilities Act, and including all new laws and regulations enacted during the term of this Agreement, regardless of any provisions of this Agreement. The parties recognize and agree fully to protect the rights of all employees covered hereby to join and not join and participate in Association activities.

Article 6 Probationary Employees

The probationary period of 2080 work hours shall be regarded as part of the examination process, and shall be utilized for closely observing the employee's work, and for securing the most effective adjustment of the employee to the position.

Intent: Work hours are defined as regularly scheduled work hours.

The discipline or discharge of an employee who is in the probationary status shall not be a violation of this Agreement, and the employee and Association shall not have recourse to the grievance process.

Probationary employees will be given a performance evaluation at the completion of 700, 1400, and 2080 work hours during their probation.

All probationary employees shall be subject to a probationary period of 2080 work hours. During the probationary period an employee may be rejected at any time by Management staff without right of appeal. A rejection during the probationary period shall be effected when Management files a termination notice with the Human Resources Administrator, stating the reason for the rejection, and the effective date, which shall be not later than the last day of the probationary period.

All probationary employees will accrue Paid Time Off beginning the first day of employment; however these hours will be granted after the completion of 90 days of full-time employment.

All probationary employees will be paid for overtime per the Overtime Policy and are not eligible to accrue compensatory time until successful completion of their probationary period.

Article 7 Compensation

SECTION 1 WAGES

The District desires to reduce its overall burden for retirement plan contribution to (PERS). Currently the District pays seven percent (7%) of the employees' eight percent (8%) share of the PERS plan. For all employees hired before January 1, 2011 the District will increase the employees' base salary by 3.5 percent beginning the first day of the second full pay period of calendar year 2011 and again in 2012, with a concomitant decrease in the amount the District pays for the employee contribution to PERS. The intent is that by the second full pay period of 2012 the employees will be paying their full burden of the employee contribution for the PERS plan.

All employees hired on or after January 1, 2011 will pay the full employee contribution rate for the PERS plan

SECTION 2 SALARY RANGE ADJUSTMENTS

Salary ranges are established in the Rainbow Municipal Water District Salary Range Table Hourly Rates.

There will be no automatic salary range adjustments (Market Adjustments) for the duration of this Memorandum of Understanding; however, the District maintains the right to increase salary ranges for new hires in order to remain competitive in the labor market. :

The resulting salary tables are adopted by a separate action of the Board of Directors and are included in the following pages as reference only.

SECTION 3 DEFERRED COMPENSATION MATCHING PROGRAM

Beginning the first pay period of January, 2011, the District will provide a matching program of \$37.50 per pay period per employee. The District's contribution would only be required if an employee contributes a like amount or more to the deferred compensation program.

SECTION 4 MERIT INCREASES

All employees shall be eligible for a merit increase after satisfactorily completing their probationary period and each year thereafter, based upon an overall evaluation of satisfactory or better until the employee has reached that classification's top step. Each employee will be eligible

to earn up to a maximum of 5% increase in a one year period.

If an employee's performance evaluation is fifteen (15) calendar days or more overdue the employee may petition the General Manager—verbally or in writing—to intervene in ensuring the evaluation is completed in a timely manner. The General Manager will, within fifteen (15) working days, see to it the employee's evaluation is completed and reviewed with the employee.

SECTION 5 OVERTIME

A. Rate

Except as otherwise provided in this Agreement, employees covered by this Agreement shall be paid at the rate of one and one-half times their regular rate of pay for all authorized hours of work in excess of eight (8) hours per day or 40 hours per week and at a rate of double their regular rate of pay for all authorized hours of work in excess of twelve (12) hours per day or in excessive of eight (8) hours on the seventh (7th) straight day on any given week.

If an employee's overtime work extends beyond eight (8) consecutive hours and the work period extends past 7:00 a.m. (on a regular scheduled work day), the employee will be paid at the overtime rate until they are released to go home.

Department Heads, Superintendents and Supervisors will make every attempt to release employees as soon as practical.

B. Scheduling

Overtime shall be distributed as equally as practical among the employees within the divisions of the District, except where emergencies or other existing conditions make equalization impractical or inefficient for the division.

C. Holiday Overtime Pay

In order to ensure response to potential emergency call backs on holiday weekends, a Department Head may request an employee or employees to be available for call out or to standby. The employee will receive two (2) hours pay at overtime rates for each non-work day during the standby, and if the employee is called out to work they will receive additional pay for hours worked in accordance with the current overtime rate.

SECTION 6 CALL BACK

A. Definition

Call back pay work is defined as time required of an employee who, following the completion of the employee's normal work day and departure from the district, is ordered to report back to duty to perform necessary work. If an employee is called and the call back situation can be resolved by telephone without the employee actually returning to the district, the employee shall record the actual time spent resolving the matter on their time sheet. An employee will be paid for hours worked as specified in the Overtime Section.

B. Minimum Hours for a Call Back

Employees responding to a call back shall record the actual number of hours worked on the call

back, with two (2) hours of time being the minimum number of hours recorded on their time sheet for the work performed. In addition to the two (2) hour minimum, if an employee is called back and performs actual work, he/she will be compensated for up to a total of one (1) additional hour travel time. Travel time is based on the actual time required to return to and from work, with a maximum of 30 minutes each way.

Intent: Actual work means physical work at a job site or at the District = 2 hours
Travel time example: 10 minutes each way = 20 minutes
45 inutes each way = 60 minutes (1 hour)

C. Supervisor Premium Pay

A supervisor will receive an additional \$50.00 for supervising a crew working during a callback.

SECTION 7 STANDBY/PATROL DUTY

In the event an employee under this agreement must fill in for a Standby or Patrol Duty, the employee will be covered by the language agreed in the Rainbow Employee Association Memorandum of Understanding; Article 7; Compensation, in the appropriate sections referring to Standby Duty or Section Patrol Duty.

SECTION 8 SAFETY HOURS

A. Definition

A minimum amount of non-work hours following a scheduled or emergency work shift. Emergency work is when notification to work is provided with less than 24-hour advance notice. Scheduled work is when notification to work is provided with at least 24-hour advance notice.

B. Required Time Off

Safety hours are non-working hours to allow employees adequate rest after working long overtime shifts. Safety hours are considered hours worked for purposes of PERS and IRS reporting.

In the event an employee works at least 12 hours in a work day and his/her overtime work ends between the hours of 3:00 a.m. and 7:00 a.m., the employee will be granted eight (8) safety hours on the next work day provided it is a consecutive work day.

EXAMPLE: An employee ends his/her regular work shift at 3:30 p.m. but continues to work on emergency overtime until midnight. Safety hours do not apply because he/she did not end his/her shift between 3:00 and 7:00 a.m.

EXAMPLE: An employee ends his/her shift at 3:30 p.m. and is called back at 11:00 p.m. and works until 3:30 a.m. Safety hours apply because the employee worked at least 12 hours in a work day and worked until 3:30 a.m. (which falls between the hours of 3:00 and 7:00 a.m.)

EXAMPLE: An employee works Saturday from 5:00 p.m. until Sunday at 6:00 a.m. Safety hours do not apply because Sunday is not a normal work day.

If an employee has worked at least 12 hours in the work day and his/her overtime extends past 7:00 a.m. the next scheduled work day, the employee will be granted safety hours to equal an eight (8) hour day.

EXAMPLE: An employee works until 9:00 a.m. and is released to go home. The employee will receive two (2) hours overtime and six (6) safety hours.

C. Employee's Ability to Continue Working

Supervisors have the discretion to assign safety hours to an employee or to require an employee to take other leave if, in the opinion of the supervisor, the employee is too tired to work safely.

SECTION 9 COMPENSATORY TIME

When any employee works beyond his/her regularly scheduled work day, the employee shall either be paid or compensated by the use of compensatory time at a rate either one and one-half or double his/her regular rate of pay as specified in the Overtime Section.

Probationary employees are not eligible to accrue compensatory time during their 2080 hour probationary period.

No employee shall be allowed to accommodate over 50 hours of compensatory time without written permission of the department head. Any time over 50 hours shall not be eligible for accommodation and shall be included as hours paid in the employee's paycheck for the period earned. Compensatory time shall be granted at such times and in such time blocks as are mutually agreed upon between the involved employee and his/her supervisor, permission to utilize compensatory time off shall not be unreasonably denied by the supervisor if operating requirements will not be adversely affected.

All unused compensatory time will be paid out on the last pay day in June if not used prior to that time.

Section 10 OUT OF CLASS PAY

Full Responsibility

An employee specifically assigned in writing to perform the duties of the higher level position for 31 or more days shall be compensated for lead responsibility at 10% of the employee's current rate of pay.

Intent: Leaves of 31 days or more, military leave, long-term disability.

Lead Responsibility

An employee specifically assigned in writing to perform a portion of the duties of the higher level position for 11 through 30 days shall be compensated for lead responsibility at 7.5% of the employee's current rate of pay.

District shall refrain from rotating staff assignments for the sole purpose of avoiding paying out of class pay; however, the District may rotate employees for training, scheduling, performance or other management rights purposes.

At the conclusion of such an assignment, the employee shall be restored to the employee's former classification regardless of the time involved.

Article 8 Paid Time Off

SECTION 1 ACCURAL RATE

Paid Time Off shall be granted to each employee and shall be accrued for employees hired before January 1, 2011 on a daily basis prorated as follows:

Period of Service	PTO Hours per Year	Maximum Accrual
0 through completed 4 th year	200 hours	400 hours
Start of 5 th year through completed 9 th year	240 hours	480 hours
Start of 10 th year and on	280 hours	560 hours

Employees hired after January 1, 2011 and who have completed ninety (90) days full time employment shall be granted Paid Time Off and shall be accrued on a daily basis as follows:

Period of Service	PTO Hours per Year	Maximum Accrual
0 through completed 4 th year	160 hours	320 hours
Start of 5 th year through completed 9 th year	200 hours	400 hours
Start of 10 th year and on	240 hours	480 hours

Employees may accumulate Paid Time Off up to a maximum of two times the employee's annual entitlement. Upon reaching the maximum, accrual will cease. If a General Leave request has been previously approved by the District, and through no fault of the employee the leave request is cancelled by the District and an employee reaches the maximum accrual then the District will compensate the employee for additional hours accumulated beyond the maximum accrual until the requested leave can be granted.

Upon separation from the District the employee will be paid for unused leave, not to exceed the maximum of two years entitlement at the employee's then current base salary rate.

SECTION 2 SEPARATION FROM DISTRICT EMPLOYMENT

Paid Time Off

Upon separation from the District employees shall be reimbursed for accumulated paid time off and old vacation and sick leave balances at their present rate of pay.

SECTION 3 PAID TIME OFF BUY BACK

Employees may cash out accrued Paid Time Off in increments of a minimum of 40 hours once every six (6) months with the following stipulations:

- Employee must have taken at least ten days cumulative leave (days off) within the previous twelve-month period.
- Employee must maintain a minimum balance of 120 hours of accrued time.

- Employees must obtain written approval from the General Manager.

If a hardship occurs, an employee can still fill out the proper paperwork and submit it through the proper channels to get the General Manager's approval.

SECTION 4 OLD VACATION AND SICK LEAVE TIME BUY BACK

No later than February 21, 2011, employees with less than 100 hours of old vacation and/or old sick leave balances accrued prior to January 1, 2007 will either:

- cash out the account(s)
- or roll the balance(s) over into the 457 plan

No later than February 21, 2011 employees with more than 100 hours of old vacation and/or old sick leave balances accrued prior to January 1, 2007 will either:

- Cash out the account(s)
- Roll the balance(s) over into the 457 plan
- Have the hours converted to a cash value account equal to their salary as of the effective date of this agreement and will not increase in value as their pay does to be used to supplement their Paid Time Off account.

Article 9 Other Leaves of Absence

SECTION 1 JURY DUTY

Any employee who is called for jury duty will receive up to ten (10) working days of jury duty pay per calendar year, providing the employee submits written proof of actual jury duty service.

The intent of the written proof is to show the employee was actually called in to jury duty and was not merely "on call" for jury duty. Being called in for a jury pool is considered jury duty.

SECTION 2 WORKERS' COMP FOLLOW-UP MEDICAL VISITS

Any employee who requires medical care for a job-related injury or illness shall receive regular pay while obtaining medical care on the day the injury or illness is first reported, assuming such medical care occurs during regular work hours. In addition, any employee requiring follow-up assignments or physical therapy appointments for job-related injuries or illnesses will be allowed up to two (2) hours per day of regular pay for the first two (2) required follow-up appointments that occur during the employee's regular work shift. Employees are expected to make a reasonable effort to schedule such appointments at the beginning or end of their normal work shift. Any time off in excess of two (2) hours per day the employee will need to use their paid time off or any other accrued time they may have.

If more than two (2) follow-up visits are required, employees will be allowed up to one-half (½) hour per day of regular pay for such visits, providing the visit occurs during normal work hours and must be at the beginning or end of the employees' regular work shift. Any time off in excess of one-half (½) hour per day at the beginning or end of the employees' regular work shift the employees will need to use their paid time off or any other accrued time they may have.

In all cases, employees must provide verification (including the date and time of the visit) that they receive treatment, exam, physical therapy or other required care to be eligible to receive pay for the visits.

SECTION 3 HOLIDAYS

The District will provide 12 paid holidays as defined in the Employee Handbook.

Whenever a designated holiday falls on a Sunday, the holiday will be observed on the following Monday. Whenever a designated holiday falls on a Saturday, the holiday will be observed on the preceding Friday. An employee is eligible for holiday pay if they work the day before and the day after the holiday or are absent with approved leave.

Article 10 Uniforms

The District shall provide up to eleven (11) uniform (shirts and pants) changes biweekly to operations employees, who are required to wear uniforms and where customer recognition as a District employee is required. The District shall reserve the right to select the style and color of the work clothing. Employees wishing more than eleven changes of uniform shirts or pants biweekly may obtain additional changes from the District's supplier at the employee's expense. The District shall provide one (1) jacket every other year to field employees.

Safety Shoes

Employees who work in high hazard work are eligible for reimbursement of up to \$150 per year for the purchase of approved safety shoes. In order to receive reimbursement, the employee must provide adequate proof of purchase to their supervisor.

Foot protection meeting ANSI F2413-05 standard is required in areas where personnel may be exposed too the following:

- Hot, wet or slippery surfaces
- Sharp objects such as nails or spikes that might pierce the soles or uppers of ordinary shoes
- Hot waste, flames or sparks from cutting or welding activities
- Heavy objects that might roll onto or fall on employees' feet
- Electrical work requires special nonconductive safety-toe shoes.

Article 11 Health, Welfare and Retirement Benefits

SECTION 1 MEDICAL, DENTAL AND VISION INSURANCE

The District shall pay for employees' individual and dependent group health and hospitalization, dental and vision insurance as follows:

Dental and Vision:

The District will cover 100 percent of the premium for employees and dependents.

Medical Health Care Insurance:

The District will cover 100 percent of the premium for employees.

For all employees hired before January 1, 2011, the District will freeze its current contribution rates for dependent insurance as follows:

PPO one dependent	\$660.23
PPO family	\$841.98
HMO one dependent	\$476.20
HMO family	\$842.89

If an employee desires to participate in dependent insurance, they will be required to pay any increase in insurance premium rates for the duration of this agreement.

For all employees hired after January 1, 2011 who elect dependent insurance, the District will pay \$250 per month for one (1) dependent and \$440 per month for family for the duration of this agreement.

SECTION 2 RETIREMENT HEALTH CARE CONTRIBUTION

Upon retirement, and after 20 years of service with the District, the District agrees to assist retired employees and their spouses with health and dental insurance plans. Effective January 1, 2011, the District's contribution for the basic plan or premium plan will be \$300.00 per month for an employee and \$600.00 per month for an employee and spouse until each reach their respective ages for full Medicare coverage. If the retiree reaches the eligible age first, the premium for the spouse will be \$300.00 per month until reaching the eligible age. The assistance period for either will be for a maximum of ten (10) years. Effective January 1, 2012 the contributions will be \$330.00 and \$660.00. Effective January 1, 2013 the contributions will be \$363.00 and \$726.00.

SECTION 3 LIFE AND DISABILITY

The District shall pay for employees' life, short and long term disability, unemployment, and workers compensation insurance.

SECTION 4 PUBLIC EMPLOYEES' RETIREMENT SYSTEM

The District participates in the California Public Retirement System (PERS) 2.5% @ 55 plan. For all employees hired before January 1, 2011, the District will pay 3.5% of the 8% of the employee contribution for the first year of this agreement. By the second full pay period of the second year, the employees will pay the entire 8% contribution.

Employees hired after January 1, 2011 will participate in the PERS 2.5% @ 55 plan and pay the 8% percent employee contribution.

Article 12 Tuition Reimbursement Program

The District will refund tuition fees and educational material costs incurred by regular employees for approved courses of study and completion with a "C" grade or higher. A "pass" will be accepted for classes where a pass/fail grading system is used. The amount of reimbursement will be as follows:

- During the employee's initial 1040 hours of employment they will only be eligible to receive tuition reimbursement for courses directly related to obtaining job-required water

distribution, water treatment, or collection system maintenance certifications to a maximum of \$400.

- For employees who have worked more than 1040 hours, but less than 6240 hours (three years) employees may be reimbursed up to \$800 per year.
- For employees who have worked three years or more the District will reimburse employees up to \$2,400 per year for attendance at an accredited college or institution, providing the employee is pursuing a course of study leading to attainment of a degree or accreditation, and providing the course of study is pertinent to the employee's employment with the District. The employee must submit the course syllabus to HR for approval prior to being eligible for reimbursement.

For the purpose of determining employee eligibility the end date of the class will determine as to how long the employee has been employed by RMWD.

Employees are required to submit applications to his/her immediate supervisor and get approvals before starting courses for which educational assistance is requested.

If an employee leaves District employment before completion of the approved course, the District will not reimburse for the course.

No assistance will be made until after the completion of the course and no assistance will be made if the employee utilizes other sources (i.e. GI Bill) to pay for the course or portions of the course.

Article 13 Grievance Procedure

The Rainbow Employees Association and the District wish to work together to make every reasonable effort to resolve grievances, as defined in this grievance procedure, as near as possible to the point of origin.

A. Definitions

1. Grievance. A grievance is an alleged violation, misinterpretation or misapplication of a specific provision of the Memorandum of Understanding ("MOU"); the District's Administration Code, Title 4, Personnel Rules and Regulations; the District's Employee Handbook; or other written District policy, rule, or regulation, which affects the employee's wages, hours, or other terms and conditions of employment. A grievance does not include the release or termination of a probationary employee.

2. Grievant. A grievant is any employee of the bargaining unit who alleges he/she is personally adversely affected by an alleged violation, misinterpretation or misapplication of a specific provision of the MOU; the District's Administration Code, Title 4, Personnel Rules and Regulations, the District's Employee Handbook or other written District policy, rule, or regulation, which affects the employee's wages, hours, or other terms and conditions of employment. A grievant does not include a probationary employee who is released or terminated.

3. Business Day. A business day is any day on which the District is open for business.

4. Immediate Supervisor. The immediate supervisor is the lowest level administrator who has been designated to adjust grievances and who has immediate jurisdiction over the grievant.

Any questions as to whom constitutes the grievant's immediate supervisor should be addressed to the District's Human Resources Department.

B. Steps of the Grievance Process

1. Informal Process. A grievant shall orally notify his/her immediate supervisor that he/she has a grievance and of the general nature of the grievance, within seven (7) business days of the event resulting in the grievance. Within seven (7) business days thereafter, the grievant shall meet with his/her immediate supervisor and orally discuss the grievance in detail. It is the intent of this Informal Resolution process that at least one personal conference where the grievance is orally discussed in detail be held between the grievant and his/her immediate supervisor. Failure to do so will render the grievance null and void and the grievant will not be entitled to proceed to the next level of the grievance procedure. If the grievance is resolved, the immediate supervisor shall prepare a memorandum documenting the resolution, and shall send that memorandum to the grievant and the District's Human Resources Department.

2. Formal Process. If the grievance is not settled to the grievant's satisfaction during the Informal Process and the grievant wishes to pursue the grievance, the grievant shall present his/her grievance in writing pursuant to the steps and timelines specified below. The grievance shall be typed or legibly hand-written and include the following information:

a. A statement of the specific provision of the applicable MOU; the District's Administration Code, Title 4, Personnel Rules and Regulations; the District's Employee Handbook or other written District policy, rule, or regulation that was allegedly violated, misinterpreted, or misapplied;

b. A full statement of the facts and events involved in the matter, including the date or dates on which the violation, misinterpretation or misapplication allegedly occurred;

c. The documents, witnesses, or other evidence that support the grievance;

d. An explanation of how the employee is/was adversely affected by a specific act or omission which gave rise to the alleged violation, misinterpretation, or misapplication;

e. A statement of the corrective action requested and the reason the corrective action is appropriate; and

f. The grievant's signature and the date the grievance was submitted.

g. The date the grievance was presented to and discussed with the grievant's immediate supervisor.

No grievance will be accepted for processing unless all of the information listed above is provided by the grievant.

Step 1- Department Head

The grievant must present the written grievance to the Department Head within seven (7) business days after the date the grievant is required to present his/her grievance to his/her immediate supervisor pursuant to the Informal Process. Within seven (7) business days after the grievant presents his/her written grievance, the Department Head may, in his/her discretion, schedule a

meeting with the grievant for the parties to work at resolving the grievance. The Department Head will provide a written response to the grievant within seven (7) business days after receipt of the written grievance or within seven (7) business days after any scheduled meeting or meeting that is held, whichever occurs later.

Step 2 - Appeal to the General Manager

If the grievance is not settled to the grievant's satisfaction at Step 1 and the grievant wishes to pursue the grievance, the grievant must present the written grievance to the General Manager within seven (7) business days after the date of the written response of the Department Head at Step 1. Within seven (7) business days after the grievant presents his/her written grievance, the General Manager may, at his/her discretion, schedule a meeting with the grievant to discuss the matter. After consideration of the facts and an investigation, if the General Manager deems one necessary, he/she will provide a written decision to the grievant.

In the event the subject of the grievance is challenging a final notice of any of the following disciplinary actions (1) suspension without pay; (2) salary step reduction; (3) demotion; or (4) termination of a non-probationary employee ("disciplinary actions"), the grievant will bypass the Informal Process and Step One of the formal process and commence with Step two of the formal process, by appealing directly to the General Manager. The grievant must submit any grievance appeal challenging these specified disciplinary actions within seven (7) business days of receipt of the final notice of the disciplinary action. Upon receipt of a timely appeal of the specified disciplinary actions, the General Manager will schedule and hold an evidentiary hearing in accordance with due process and other applicable legal requirements. The General Manager may provide the parties the opportunity to submit written briefs after conclusion of the hearing, and within a timeline specified by the General Manager. After consideration of the evidence presented at the hearing, the General Manager shall issue his/her findings and decision to the grievant.

The General Manager's decision will be limited as follows:

1. The decision shall neither add to, detract from, nor modify the language of the applicable MOU.
2. The decision shall be confined to the precise issue(s) the grievance has raised and that the grievant has submitted.
3. Any monetary award in favor of the grievant may not exceed wages or benefits that the grievant has actually lost as a result of the matters alleged in the grievance. In no event shall any grievance award include any other types of damages or attorneys' fees.

The General Manager may delegate non-involved Department Heads, other management-level employees, or non-District employees to act on his/her behalf at any level of the grievance process. The findings and recommendations any such individual renders shall be advisory to the General Manager, who may accept, reject, or modify that individual's recommendation, and who shall issue a determination within seven (7) business days.

Step 3: Appeal to Board of Directors

If the grievance is not settled in Step 2 and the employee desires to appeal, it shall be referred by the employee in writing to the Board of Directors within seven (7) business days after the General Manager has given his/her decision. A hearing with the Board of Directors and the employee with his/her Association representative shall be held at the next regular Board meeting.

The Board of Directors shall give their answer in writing to the employee within seven (7) business days following the meeting. The Board of Directors decision shall be final and binding.

C. Additional Rules Applicable To The Grievance Procedure

1. Representation. Either the District or the grievant may be represented at any step of the grievance procedure by an individual of the party's choice.
2. Withdrawal. A grievant may withdraw any grievance at any time, by giving written notice to the District representative who last took action on the grievance, and by providing a copy of the notice to the District's Human Resources Department.
3. Resolution. If the grievant does not present the grievance to the next level within the time limits for each step, the grievance shall be considered resolved on the basis of the response at the last level.
4. Waiver. The grievance is deemed waived by grievant for all purposes if grievant does not process the grievance within the time frames set forth in this grievance procedure.
5. Deemed Denied. If the District does not respond to a grievance within the time frames set forth for each step, the grievant may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step.
6. Written Agreement To Extend Time. In the event of extenuating circumstances, the parties may mutually agree in writing to extend time at each step. The time extension will only be effective for the amount of the time extension agreed to in writing and for the step that it applies to as agreed in writing.
7. Grievance Meetings. Grievance meetings will be held during regularly scheduled work hours of the grievant and the individual to whom the grievance is presented, unless otherwise mutually agreed.

D. Retaliation

No party to a grievance shall be subject to retaliation for utilizing the provisions of this grievance procedure.

Article 14 Modifications, Waiver

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the District's Board of Directors. The waiver of any breach, term or condition of the Memorandum of Understanding by either part shall not constitute a precedent in the future enforcement of all its terms and provisions.

Article 15 Provisions of Law

This Memorandum of Understanding is subject to all current and future applicable federal, state and local laws. If any part or provision of the Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such applicable law or regulations, and the remainder of the Memorandum of Understanding shall not be affected thereby.

Article 16 District Rights

It is understood and agreed that the District possesses the sole right and authority to operate and direct the employees of the District and its various departments in all aspects, including, but not limited to, all rights and authority exercised by the District prior to the execution of this Agreement. These rights include, but are not limited to:

1. The right to determine its mission, policies, and to set forth all standards of service offered to the public;
2. To plan, direct, control and determine the operations or services to be conducted by employees of the District;
3. To determine the methods, means, number of personnel needed to carry out the District's mission;
4. To direct the working forces;
5. To hire and assign or to transfer employees within the departments;
6. To promote, suspend, discipline or discharge;
7. To lay off or to relieve employees due to lack of work or funds or for other legitimate reasons;
8. To make, publish and enforce rules and regulations;
9. To introduce new or improved methods, equipment or facilities;
10. To take any and all actions as may be necessary to carry out the mission of the District in situations of civil emergency as may be declared by the President of the Board of Directors or the General Manager; provided that no right enumerated herein shall be exercised or enforced in a manner contrary to or inconsistent with the provisions of this Agreement.

The Board of Directors has the sole authority to determine the purpose and mission of the District and the amount of budget to be adopted thereto.

Article 17 Entire Agreement

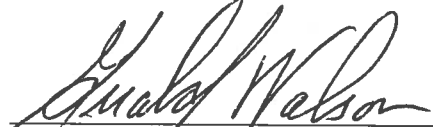
The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement

may only be amended during its term by the parties' mutual agreement in writing.

Approved by the Board of Directors of the Rainbow Municipal Water District on January 10, 2011.

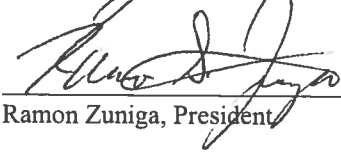
RAINBOW MUNICIPAL WATER DISTRICT



Gerald Walson, Vice President of the Board

1-10-2011
Date

RAINBOW ASSOCIATION OF SUPERVISORS
AND CONFIDENTIAL EMPLOYEES



Ramon Zuniga, President

1-10-2011
Date

**RAINBOW MUNICIPAL WATER DISTRICT
SALARY TABLE 2011 HOURLY RATES
REA and RASCE BARGAINING UNITS
Employees Hired Before January 1, 2011
SCHEDULE B**

Salary Range	2011 A	2011 B	2011 C	2011 D	2011 E	2011 F	2011 G	2011 H	2011 I	2011 J	2011 K	2011 L
100	44.3809	45.4904	46.6277	47.7934	48.9882	50.2129	51.4682	52.7549	54.0738	55.4256	56.8112	58.2315
95	42.2423	43.2984	44.3809	45.4904	46.6277	47.7934	48.9882	50.2129	51.4682	52.7549	54.0738	55.4256
90	40.2068	41.2120	42.2423	43.2984	44.3809	45.4904	46.6277	47.7934	48.9882	50.2129	51.4682	52.7549
85	38.2694	39.2261	40.2068	41.2120	42.2423	43.2984	44.3809	45.4904	46.6277	47.7934	48.9882	50.2129
80	36.4254	37.3360	38.2694	39.2261	40.2068	41.2120	42.2423	43.2984	44.3809	45.4904	46.6277	47.7934
75	34.6702	35.5370	36.4254	37.3360	38.2694	39.2261	40.2068	41.2120	42.2423	43.2984	44.3809	45.4904
70	32.9996	33.8246	34.6702	35.5370	36.4254	37.3360	38.2694	39.2261	40.2068	41.2120	42.2423	43.2984
65	31.4095	32.1947	32.9996	33.8246	34.6702	35.5370	36.4254	37.3360	38.2694	39.2261	40.2068	41.2120
60	29.8960	30.6434	31.4095	32.1947	32.9996	33.8246	34.6702	35.5370	36.4254	37.3360	38.2694	39.2261
55	28.4554	29.1668	29.8960	30.6434	31.4095	32.1947	32.9996	33.8246	34.6702	35.5370	36.4254	37.3360
50	27.0843	27.7614	28.4554	29.1668	29.8960	30.6434	31.4095	32.1947	32.9996	33.8246	34.6702	35.5370
45	25.7792	26.4237	27.0843	27.7614	28.4554	29.1668	29.8960	30.6434	31.4095	32.1947	32.9996	33.8246
40	24.5370	25.1504	25.7792	26.4237	27.0843	27.7614	28.4554	29.1668	29.8960	30.6434	31.4095	32.1947
35	23.3546	23.9385	24.5370	25.1504	25.7792	26.4237	27.0843	27.7614	28.4554	29.1668	29.8960	30.6434
30	22.2293	22.7850	23.3546	23.9385	24.5370	25.1504	25.7792	26.4237	27.0843	27.7614	28.4554	29.1668
25	21.1581	21.6871	22.2293	22.7850	23.3546	23.9385	24.5370	25.1504	25.7792	26.4237	27.0843	27.7614
20	20.1385	20.6420	21.1581	21.6871	22.2293	22.7850	23.3546	23.9385	24.5370	25.1504	25.7792	26.4237
15	19.1681	19.6473	20.1385	20.6420	21.1581	21.6871	22.2293	22.7850	23.3546	23.9385	24.5370	25.1504
10	18.2445	18.7006	19.1681	19.6473	20.1385	20.6420	21.1581	21.6871	22.2293	22.7850	23.3546	23.9385
5	17.3654	17.7995	18.2445	18.7006	19.1681	19.6473	20.1385	20.6420	21.1581	21.6871	22.2293	22.7850

RAINBOW MUNICIPAL WATER DISTRICT
SALARY TABLE 2011 MONTHLY RATES
REA and RASCE BARGAINING UNITS
Employees Hired Before January 1, 2011
SCHEDULE B

Salary Range	2011 A	2011 B	2011 C	2011 D	2011 E	2011 F	2011 G	2011 H	2011 I	2011 J	2011 K	2011 L
100	7,692.69	7,885.00	8,082.13	8,284.19	8,491.29	8,703.57	8,921.15	9,144.18	9,372.79	9,607.10	9,847.27	10,093.46
95	7,322.00	7,505.06	7,692.69	7,885.00	8,082.13	8,284.19	8,491.29	8,703.57	8,921.15	9,144.18	9,372.79	9,607.10
90	6,969.18	7,143.41	7,322.00	7,505.06	7,692.69	7,885.00	8,082.13	8,284.19	8,491.29	8,703.57	8,921.15	9,144.18
85	6,633.36	6,799.19	6,969.18	7,143.41	7,322.00	7,505.06	7,692.69	7,885.00	8,082.13	8,284.19	8,491.29	8,703.57
80	6,313.74	6,471.57	6,633.36	6,799.19	6,969.18	7,143.41	7,322.00	7,505.06	7,692.69	7,885.00	8,082.13	8,284.19
75	6,009.50	6,159.75	6,313.74	6,471.57	6,633.36	6,799.19	6,969.18	7,143.41	7,322.00	7,505.06	7,692.69	7,885.00
70	5,719.93	5,862.93	6,009.50	6,159.75	6,313.74	6,471.57	6,633.36	6,799.19	6,969.18	7,143.41	7,322.00	7,505.06
65	5,444.31	5,580.41	5,719.93	5,862.93	6,009.50	6,159.75	6,313.74	6,471.57	6,633.36	6,799.19	6,969.18	7,143.41
60	5,181.97	5,311.52	5,444.31	5,580.41	5,719.93	5,862.93	6,009.50	6,159.75	6,313.74	6,471.57	6,633.36	6,799.19
55	4,932.27	5,055.58	5,181.97	5,311.52	5,444.31	5,580.41	5,719.93	5,862.93	6,009.50	6,159.75	6,313.74	6,471.57
50	4,694.61	4,811.98	4,932.27	5,055.58	5,181.97	5,311.52	5,444.31	5,580.41	5,719.93	5,862.93	6,009.50	6,159.75
45	4,468.39	4,580.11	4,694.61	4,811.98	4,932.27	5,055.58	5,181.97	5,311.52	5,444.31	5,580.41	5,719.93	5,862.93
40	4,253.08	4,359.40	4,468.39	4,580.11	4,694.61	4,811.98	4,932.27	5,055.58	5,181.97	5,311.52	5,444.31	5,580.41
35	4,048.13	4,149.34	4,253.08	4,359.40	4,468.39	4,580.11	4,694.61	4,811.98	4,932.27	5,055.58	5,181.97	5,311.52
30	3,853.08	3,949.40	4,048.13	4,149.34	4,253.08	4,359.40	4,468.39	4,580.11	4,694.61	4,811.98	4,932.27	5,055.58
25	3,667.40	3,759.10	3,853.08	3,949.40	4,048.13	4,149.34	4,253.08	4,359.40	4,468.39	4,580.11	4,694.61	4,811.98
20	3,490.67	3,577.95	3,667.40	3,759.10	3,853.08	3,949.40	4,048.13	4,149.34	4,253.08	4,359.40	4,468.39	4,580.11
15	3,322.47	3,405.53	3,490.67	3,577.95	3,667.40	3,759.10	3,853.08	3,949.40	4,048.13	4,149.34	4,253.08	4,359.40
10	3,162.38	3,241.44	3,322.47	3,405.53	3,490.67	3,577.95	3,667.40	3,759.10	3,853.08	3,949.40	4,048.13	4,149.34
5	3,010.00	3,085.25	3,162.38	3,241.44	3,322.47	3,405.53	3,490.67	3,577.95	3,667.40	3,759.10	3,853.08	3,949.40

**RAINBOW MUNICIPAL WATER DISTRICT
SALARY TABLE 2011 ANNUAL RATES
REA and RASCE BARGAINING UNITS
Employees Hired Before January 1, 2011
SCHEDULE B**

Salary Range	2011 A	2011 B	2011 C	2011 D	2011 E	2011 F	2011 G	2011 H	2011 I	2011 J	2011 K	2011 L
100	92,312.27	94,620.03	96,985.62	99,410.27	101,895.46	104,442.83	107,053.86	109,730.19	112,473.50	115,285.25	118,167.30	121,121.52
95	87,863.98	90,060.67	92,312.27	94,620.03	96,985.62	99,410.27	101,895.46	104,442.83	107,053.86	109,730.19	112,473.50	115,285.25
90	83,630.14	85,720.96	87,863.98	90,060.67	92,312.27	94,620.03	96,985.62	99,410.27	101,895.46	104,442.83	107,053.86	109,730.19
85	79,600.35	81,590.29	83,630.14	85,720.96	87,863.98	90,060.67	92,312.27	94,620.03	96,985.62	99,410.27	101,895.46	104,442.83
80	75,764.83	77,658.88	79,600.35	81,590.29	83,630.14	85,720.96	87,863.98	90,060.67	92,312.27	94,620.03	96,985.62	99,410.27
75	72,114.02	73,916.96	75,764.83	77,658.88	79,600.35	81,590.29	83,630.14	85,720.96	87,863.98	90,060.67	92,312.27	94,620.03
70	68,639.17	70,355.17	72,114.02	73,916.96	75,764.83	77,658.88	79,600.35	81,590.29	83,630.14	85,720.96	87,863.98	90,060.67
65	65,331.76	66,964.98	68,639.17	70,355.17	72,114.02	73,916.96	75,764.83	77,658.88	79,600.35	81,590.29	83,630.14	85,720.96
60	62,183.68	63,738.27	65,331.76	66,964.98	68,639.17	70,355.17	72,114.02	73,916.96	75,764.83	77,658.88	79,600.35	81,590.29
55	59,187.23	60,666.94	62,183.68	63,738.27	65,331.76	66,964.98	68,639.17	70,355.17	72,114.02	73,916.96	75,764.83	77,658.88
50	56,335.34	57,743.71	59,187.23	60,666.94	62,183.68	63,738.27	65,331.76	66,964.98	68,639.17	70,355.17	72,114.02	73,916.96
45	53,620.74	54,961.30	56,335.34	57,743.71	59,187.23	60,666.94	62,183.68	63,738.27	65,331.76	66,964.98	68,639.17	70,355.17
40	51,036.96	52,312.83	53,620.74	54,961.30	56,335.34	57,743.71	59,187.23	60,666.94	62,183.68	63,738.27	65,331.76	66,964.98
35	48,577.57	49,792.08	51,036.96	52,312.83	53,620.74	54,961.30	56,335.34	57,743.71	59,187.23	60,666.94	62,183.68	63,738.27
30	46,236.94	47,392.80	48,577.57	49,792.08	51,036.96	52,312.83	53,620.74	54,961.30	56,335.34	57,743.71	59,187.23	60,666.94
25	44,008.85	45,109.17	46,236.94	47,392.80	48,577.57	49,792.08	51,036.96	52,312.83	53,620.74	54,961.30	56,335.34	57,743.71
20	41,888.08	42,935.36	44,008.85	45,109.17	46,236.94	47,392.80	48,577.57	49,792.08	51,036.96	52,312.83	53,620.74	54,961.30
15	39,869.65	40,866.38	41,888.08	42,935.36	44,008.85	45,109.17	46,236.94	47,392.80	48,577.57	49,792.08	51,036.96	52,312.83
10	37,948.56	38,897.25	39,869.65	40,866.38	41,888.08	42,935.36	44,008.85	45,109.17	46,236.94	47,392.80	48,577.57	49,792.08
5	36,120.03	37,022.96	37,948.56	38,897.25	39,869.65	40,866.38	41,888.08	42,935.36	44,008.85	45,109.17	46,236.94	47,392.80

RAINBOW MUNICIPAL WATER DISTRICT
SALARY TABLE 01/01/2012 - 06/30/2014 HOURLY RATES
REA and RASCE BARGAINING UNITS
Employees Hired Before January 1, 2011
SCHEDULE B

Salary Range	2011 A	2011 B	2011 C	2011 D	2011 E	2011 F	2011 G	2011 H	2011 I	2011 J	2011 K	2011 L
100	45.9342	47.0826	48.2597	49.4662	50.7029	51.9705	53.2698	54.6015	55.9665	57.3657	58.7998	60.2698
95	43.7209	44.8139	45.9342	47.0826	48.2597	49.4662	50.7029	51.9705	53.2698	54.6015	55.9665	57.3657
90	41.6141	42.6545	43.7209	44.8139	45.9342	47.0826	48.2597	49.4662	50.7029	51.9705	53.2698	54.6015
85	39.6089	40.5991	41.6141	42.6545	43.7209	44.8139	45.9342	47.0826	48.2597	49.4662	50.7029	51.9705
80	37.7003	38.6428	39.6089	40.5991	41.6141	42.6545	43.7209	44.8139	45.9342	47.0826	48.2597	49.4662
75	35.8837	36.7808	37.7003	38.6428	39.6089	40.5991	41.6141	42.6545	43.7209	44.8139	45.9342	47.0826
70	34.1546	35.0085	35.8837	36.7808	37.7003	38.6428	39.6089	40.5991	41.6141	42.6545	43.7209	44.8139
65	32.5089	33.3216	34.1546	35.0085	35.8837	36.7808	37.7003	38.6428	39.6089	40.5991	41.6141	42.6545
60	30.9424	31.7160	32.5089	33.3216	34.1546	35.0085	35.8837	36.7808	37.7003	38.6428	39.6089	40.5991
55	29.4514	30.1877	30.9424	31.7160	32.5089	33.3216	34.1546	35.0085	35.8837	36.7808	37.7003	38.6428
50	28.0323	28.7331	29.4514	30.1877	30.9424	31.7160	32.5089	33.3216	34.1546	35.0085	35.8837	36.7808
45	26.6816	27.3486	28.0323	28.7331	29.4514	30.1877	30.9424	31.7160	32.5089	33.3216	34.1546	35.0085
40	25.3959	26.0308	26.6816	27.3486	28.0323	28.7331	29.4514	30.1877	30.9424	31.7160	32.5089	33.3216
35	24.1722	24.7765	25.3959	26.0308	26.6816	27.3486	28.0323	28.7331	29.4514	30.1877	30.9424	31.7160
30	23.0074	23.5826	24.1722	24.7765	25.3959	26.0308	26.6816	27.3486	28.0323	28.7331	29.4514	30.1877
25	21.8987	22.4462	23.0074	23.5826	24.1722	24.7765	25.3959	26.0308	26.6816	27.3486	28.0323	28.7331
20	20.8435	21.3646	21.8987	22.4462	23.0074	23.5826	24.1722	24.7765	25.3959	26.0308	26.6816	27.3486
15	19.8391	20.3351	20.8435	21.3646	21.8987	22.4462	23.0074	23.5826	24.1722	24.7765	25.3959	26.0308
10	18.8831	19.3552	19.8391	20.3351	20.8435	21.3646	21.8987	22.4462	23.0074	23.5826	24.1722	24.7765
5	17.9732	18.4225	18.8831	19.3552	19.8391	20.3351	20.8435	21.3646	21.8987	22.4462	23.0074	23.5826

RAINBOW MUNICIPAL WATER DISTRICT
SALARY TABLE 01/01/2012 - 06/30/2014 MONTHLY RATES
REA and RASCE BARGAINING UNITS
Employees Hired Before January 1, 2011
SCHEDULE B

Salary Range	2011 A	2011 B	2011 C	2011 D	2011 E	2011 F	2011 G	2011 H	2011 I	2011 J	2011 K	2011 L
100	7,961.93	8,160.98	8,365.01	8,574.14	8,788.50	9,008.22	9,233.43	9,464.26	9,700.86	9,943.39	10,191.97	10,446.77
95	7,578.29	7,767.74	7,961.93	8,160.98	8,365.01	8,574.14	8,788.50	9,008.22	9,233.43	9,464.26	9,700.86	9,943.39
90	7,213.11	7,393.45	7,578.29	7,767.74	7,961.93	8,160.98	8,365.01	8,574.14	8,788.50	9,008.22	9,233.43	9,464.26
85	6,865.54	7,037.18	7,213.11	7,393.45	7,578.29	7,767.74	7,961.93	8,160.98	8,365.01	8,574.14	8,788.50	9,008.22
80	6,534.72	6,698.09	6,865.54	7,037.18	7,213.11	7,393.45	7,578.29	7,767.74	7,961.93	8,160.98	8,365.01	8,574.14
75	6,219.84	6,375.34	6,534.72	6,698.09	6,865.54	7,037.18	7,213.11	7,393.45	7,578.29	7,767.74	7,961.93	8,160.98
70	5,920.13	6,068.14	6,219.84	6,375.34	6,534.72	6,698.09	6,865.54	7,037.18	7,213.11	7,393.45	7,578.29	7,767.74
65	5,634.88	5,775.74	5,920.13	6,068.14	6,219.84	6,375.34	6,534.72	6,698.09	6,865.54	7,037.18	7,213.11	7,393.45
60	5,363.35	5,497.44	5,634.88	5,775.74	5,920.13	6,068.14	6,219.84	6,375.34	6,534.72	6,698.09	6,865.54	7,037.18
55	5,104.91	5,232.53	5,363.35	5,497.44	5,634.88	5,775.74	5,920.13	6,068.14	6,219.84	6,375.34	6,534.72	6,698.09
50	4,858.93	4,980.40	5,104.91	5,232.53	5,363.35	5,497.44	5,634.88	5,775.74	5,920.13	6,068.14	6,219.84	6,375.34
45	4,624.81	4,740.42	4,858.93	4,980.40	5,104.91	5,232.53	5,363.35	5,497.44	5,634.88	5,775.74	5,920.13	6,068.14
40	4,401.96	4,512.01	4,624.81	4,740.42	4,858.93	4,980.40	5,104.91	5,232.53	5,363.35	5,497.44	5,634.88	5,775.74
35	4,189.85	4,294.59	4,401.96	4,512.01	4,624.81	4,740.42	4,858.93	4,980.40	5,104.91	5,232.53	5,363.35	5,497.44
30	3,987.95	4,087.65	4,189.85	4,294.59	4,401.96	4,512.01	4,624.81	4,740.42	4,858.93	4,980.40	5,104.91	5,232.53
25	3,795.77	3,890.67	3,987.95	4,087.65	4,189.85	4,294.59	4,401.96	4,512.01	4,624.81	4,740.42	4,858.93	4,980.40
20	3,612.87	3,703.20	3,795.77	3,890.67	3,987.95	4,087.65	4,189.85	4,294.59	4,401.96	4,512.01	4,624.81	4,740.42
15	3,438.78	3,524.75	3,612.87	3,703.20	3,795.77	3,890.67	3,987.95	4,087.65	4,189.85	4,294.59	4,401.96	4,512.01
10	3,273.07	3,354.90	3,438.78	3,524.75	3,612.87	3,703.20	3,795.77	3,890.67	3,987.95	4,087.65	4,189.85	4,294.59
5	3,115.35	3,193.23	3,273.07	3,354.90	3,438.78	3,524.75	3,612.87	3,703.20	3,795.77	3,890.67	3,987.95	4,087.65

**RAINBOW MUNICIPAL WATER DISTRICT
SALARY TABLE 01/01/2012 - 06/30/2014 ANNUAL RATES
REA and RASCE BARGAINING UNITS
Employees Hired Before January 1, 2011
SCHEDULE B**

Salary Range	2011 A	2011 B	2011 C	2011 D	2011 E	2011 F	2011 G	2011 H	2011 I	2011 J	2011 K	2011 L
100	95,543.14	97,931.81	100,380.18	102,889.70	105,462.03	108,098.64	110,801.18	113,571.12	116,410.32	119,320.66	122,303.58	125,361.18
95	90,939.47	93,212.91	95,543.14	97,931.81	100,380.18	102,889.70	105,462.03	108,098.64	110,801.18	113,571.12	116,410.32	119,320.66
90	86,557.33	88,721.36	90,939.47	93,212.91	95,543.14	97,931.81	100,380.18	102,889.70	105,462.03	108,098.64	110,801.18	113,571.12
85	82,386.51	84,446.13	86,557.33	88,721.36	90,939.47	93,212.91	95,543.14	97,931.81	100,380.18	102,889.70	105,462.03	108,098.64
80	78,416.62	80,377.02	82,386.51	84,446.13	86,557.33	88,721.36	90,939.47	93,212.91	95,543.14	97,931.81	100,380.18	102,889.70
75	74,638.10	76,504.06	78,416.62	80,377.02	82,386.51	84,446.13	86,557.33	88,721.36	90,939.47	93,212.91	95,543.14	97,931.81
70	71,041.57	72,817.68	74,638.10	76,504.06	78,416.62	80,377.02	82,386.51	84,446.13	86,557.33	88,721.36	90,939.47	93,212.91
65	67,618.51	69,308.93	71,041.57	72,817.68	74,638.10	76,504.06	78,416.62	80,377.02	82,386.51	84,446.13	86,557.33	88,721.36
60	64,360.19	65,969.28	67,618.51	69,308.93	71,041.57	72,817.68	74,638.10	76,504.06	78,416.62	80,377.02	82,386.51	84,446.13
55	61,258.91	62,790.42	64,360.19	65,969.28	67,618.51	69,308.93	71,041.57	72,817.68	74,638.10	76,504.06	78,416.62	80,377.02
50	58,307.18	59,764.85	61,258.91	62,790.42	64,360.19	65,969.28	67,618.51	69,308.93	71,041.57	72,817.68	74,638.10	76,504.06
45	55,497.73	56,885.09	58,307.18	59,764.85	61,258.91	62,790.42	64,360.19	65,969.28	67,618.51	69,308.93	71,041.57	72,817.68
40	52,823.47	54,144.06	55,497.73	56,885.09	58,307.18	59,764.85	61,258.91	62,790.42	64,360.19	65,969.28	67,618.51	69,308.93
35	50,278.18	51,535.12	52,823.47	54,144.06	55,497.73	56,885.09	58,307.18	59,764.85	61,258.91	62,790.42	64,360.19	65,969.28
30	47,855.39	49,051.81	50,278.18	51,535.12	52,823.47	54,144.06	55,497.73	56,885.09	58,307.18	59,764.85	61,258.91	62,790.42
25	45,549.30	46,688.10	47,855.39	49,051.81	50,278.18	51,535.12	52,823.47	54,144.06	55,497.73	56,885.09	58,307.18	59,764.85
20	43,354.48	44,438.37	45,549.30	46,688.10	47,855.39	49,051.81	50,278.18	51,535.12	52,823.47	54,144.06	55,497.73	56,885.09
15	41,265.33	42,297.01	43,354.48	44,438.37	45,549.30	46,688.10	47,855.39	49,051.81	50,278.18	51,535.12	52,823.47	54,144.06
10	39,276.85	40,258.82	41,265.33	42,297.01	43,354.48	44,438.37	45,549.30	46,688.10	47,855.39	49,051.81	50,278.18	51,535.12
5	37,384.26	38,318.80	39,276.85	40,258.82	41,265.33	42,297.01	43,354.48	44,438.37	45,549.30	46,688.10	47,855.39	49,051.81

RAINBOW MUNICIPAL WATER DISTRICT
SALARY TABLE 01/01/2011 - 06/30/2014 HOURLY RATES
REA and RASCE BARGAINING UNITS
Employees Hired After January 1, 2011
SCHEDULE A

Salary Range	2011 A	2011 B	2011 C	2011 D	2011 E	2011 F	2011 G	2011 H	2011 I	2011 J	2011 K	2011 L
100	42.9386	44.0121	45.1124	46.2402	47.3962	48.5811	49.7966	51.0405	52.3165	53.6244	54.9651	56.3392
95	40.8696	41.8913	42.9386	44.0121	45.1124	46.2402	47.3962	48.5811	49.7956	51.0405	52.3165	53.6244
90	38.9003	39.8728	40.8696	41.8913	42.9386	44.0121	45.1124	46.2402	47.3962	48.5811	49.7956	51.0405
85	37.0258	37.9515	38.9003	39.8728	40.8696	41.8913	42.9386	44.0121	45.1124	46.2402	47.3962	48.5811
80	35.2417	36.1228	37.0258	37.9515	38.9003	39.8728	40.8696	41.8913	42.9386	44.0121	45.1124	46.2402
75	33.5465	34.3808	35.2417	36.1289	37.0296	37.9565	38.9101	39.8769	40.8702	41.8900	42.9373	44.0108
70	31.9307	32.7254	33.5465	34.3808	35.2417	36.1290	37.0295	37.9565	38.9101	39.8770	40.8739	41.8957
65	30.3945	31.1493	31.9307	32.7254	33.5465	34.3808	35.2417	36.1290	37.0295	37.9565	38.9054	39.8781
60	28.9245	29.6528	30.3945	31.1493	31.9307	32.7254	33.5465	34.3808	35.2417	36.1290	37.0321	37.9580
55	27.5337	28.2225	28.9245	29.6528	30.3945	31.1493	31.9307	32.7254	33.5465	34.3808	35.2403	36.1213
50	26.2094	26.8584	27.5337	28.2225	28.9245	29.6528	30.3945	31.1493	31.9307	32.7254	33.5435	34.3821
45	24.9513	25.5769	26.2094	26.8584	27.5337	28.2225	28.9245	29.6528	30.3945	31.1493	31.9281	32.7262
40	23.7461	24.3420	24.9513	25.5769	26.2094	26.8584	27.5337	28.2225	28.9245	29.6528	30.3942	31.1540
35	22.5939	23.1633	23.7461	24.3420	24.9513	25.5769	26.2094	26.8584	27.5337	28.2225	28.9280	29.6513
30	21.4946	22.0377	22.5939	23.1633	23.7461	24.3420	24.9513	25.5769	26.2094	26.8584	27.5298	28.2181
25	20.4484	20.9649	21.4946	22.0377	22.5939	23.1633	23.7461	24.3420	24.9513	25.5737	26.2130	26.8683
20	19.4551	19.9450	20.4484	20.9649	21.4946	22.0377	22.5939	23.1633	23.7461	24.3420	24.9506	25.5743
15	18.5148	18.9782	19.4551	19.9450	20.4484	22.0377	21.4946	22.0377	22.5939	23.1633	23.7424	24.3360
10	17.6275	18.0645	18.5148	18.9784	19.4551	19.9450	20.4484	20.9649	21.4946	22.0377	22.5886	23.1533
5	16.7782	17.1976	17.6275	18.0645	18.5148	18.9784	19.4551	19.9450	20.4484	20.9649	21.4891	22.0262

RAINBOW MUNICIPAL WATER DISTRICT
SALARY TABLE 01/01/2011 - 06/30/2014 MONTHLY RATES
REA and RASCE BARGAINING UNITS
Employees Hired After January 1, 2011
SCHEDULE A

Salary Range	2011 A	2011 B	2011 C	2011 D	2011 E	2011 F	2011 G	2011 H	2011 I	2011 J	2011 K	2011 L
100	7,442.69	7,628.76	7,819.48	8,014.97	8,215.34	8,420.72	8,631.24	8,847.02	9,068.20	9,294.90	9,527.28	9,765.46
95	7,084.06	7,261.16	7,442.69	7,628.76	7,819.48	8,014.97	8,215.34	8,420.72	8,631.24	8,847.02	9,068.20	9,294.90
90	6,742.71	6,911.28	7,084.06	7,261.16	7,442.69	7,628.76	7,819.48	8,014.97	8,215.34	8,420.72	8,631.24	8,847.02
85	6,417.81	6,578.26	6,742.71	6,911.28	7,084.06	7,261.16	7,442.69	7,628.76	7,819.48	8,014.97	8,215.34	8,420.72
80	6,108.56	6,261.28	6,417.81	6,578.26	6,742.71	6,911.28	7,084.06	7,261.16	7,442.69	7,628.76	7,819.48	8,014.97
75	5,814.73	5,959.34	6,108.56	6,262.34	6,418.47	6,579.12	6,744.42	6,912.00	7,084.17	7,260.94	7,442.46	7,628.53
70	5,534.66	5,672.40	5,814.73	5,959.34	6,108.55	6,262.35	6,418.45	6,579.14	6,744.42	6,912.01	7,084.82	7,261.93
65	5,268.38	5,399.22	5,534.66	5,672.40	5,814.73	5,959.34	6,108.55	6,262.35	6,418.45	6,579.14	6,743.60	6,912.21
60	5,013.57	5,139.83	5,268.38	5,399.22	5,534.66	5,672.40	5,814.73	5,959.34	6,108.55	6,262.35	6,418.90	6,579.39
55	4,772.52	4,891.90	5,013.57	5,139.83	5,268.38	5,399.22	5,534.66	5,672.40	5,814.73	5,959.34	6,108.33	6,261.03
50	4,542.97	4,655.45	4,772.52	4,891.90	5,013.57	5,139.83	5,268.38	5,399.22	5,534.66	5,672.40	5,814.20	5,959.57
45	4,324.90	4,433.33	4,542.97	4,655.45	4,772.52	4,891.90	5,013.57	5,139.83	5,268.38	5,399.22	5,534.20	5,672.55
40	4,115.99	4,219.28	4,324.90	4,433.33	4,542.97	4,655.45	4,772.52	4,891.90	5,013.57	5,139.83	5,268.32	5,400.03
35	3,916.27	4,014.98	4,115.99	4,219.28	4,324.90	4,433.33	4,542.97	4,655.45	4,772.52	4,891.90	5,014.19	5,139.56
30	3,725.74	3,819.86	3,916.27	4,014.98	4,115.99	4,219.28	4,324.90	4,433.33	4,542.97	4,655.45	4,771.83	4,891.14
25	3,544.40	3,633.92	3,725.74	3,819.86	3,916.27	4,014.98	4,115.99	4,219.28	4,324.90	4,432.77	4,543.59	4,657.18
20	3,372.22	3,457.14	3,544.40	3,633.92	3,725.74	3,819.86	3,916.27	4,014.98	4,115.99	4,219.28	4,324.77	4,432.88
15	3,209.24	3,289.55	3,372.22	3,457.14	3,544.40	3,633.92	3,725.74	3,819.86	3,916.27	4,014.98	4,115.35	4,218.24
10	3,055.44	3,131.19	3,209.24	3,289.59	3,372.22	3,457.14	3,544.40	3,633.92	3,725.74	3,819.86	3,915.36	4,013.24
5	2,908.22	2,980.92	3,055.44	3,131.18	3,209.24	3,289.59	3,372.22	3,457.14	3,544.40	3,633.92	3,724.77	3,817.88

RAINBOW MUNICIPAL WATER DISTRICT
SALARY TABLE 01/01/2011 - 06/30/2014 ANNUAL RATES
REA and RASCE BARGAINING UNITS
Employees Hired After January 1, 2011
SCHEDULE A

Salary Range	2011 A	2011 B	2011 C	2011 D	2011 E	2011 F	2011 G	2011 H	2011 I	2011 J	2011 K	2011 L
100	89,312.31	91,545.12	93,833.75	96,179.59	98,584.08	101,048.68	103,574.90	106,164.27	108,818.38	111,538.84	114,327.31	117,185.49
95	85,008.75	87,133.96	89,312.31	91,545.12	93,833.75	96,179.59	98,584.08	101,048.68	103,574.90	106,164.27	108,818.38	111,538.84
90	80,912.55	82,935.36	85,008.75	87,133.96	89,312.31	91,545.12	93,833.75	96,179.59	98,584.08	101,048.68	103,574.90	106,164.27
85	77,013.73	78,939.07	80,912.55	82,935.36	85,008.75	87,133.96	89,312.31	91,545.12	93,833.75	96,179.59	98,584.08	101,048.68
80	73,302.77	75,135.34	77,013.73	78,939.07	80,912.55	82,935.36	85,008.75	87,133.96	89,312.31	91,545.12	93,833.75	96,179.59
75	69,776.77	71,512.09	73,302.77	75,148.09	77,021.58	78,949.49	80,933.10	82,944.02	85,010.00	87,131.26	89,309.51	91,542.39
70	66,415.92	68,068.84	69,776.77	71,512.08	73,302.65	75,148.22	77,021.42	78,949.62	80,933.08	82,944.17	85,017.80	87,143.13
65	63,220.58	64,790.62	66,415.92	68,068.84	69,776.77	71,512.08	73,302.65	75,148.22	77,021.42	78,949.62	80,923.25	82,946.51
60	60,162.88	61,677.91	63,220.58	64,790.62	66,415.92	68,068.84	69,776.77	71,512.08	73,302.65	75,148.22	77,026.86	78,952.71
55	57,270.20	58,702.85	60,162.88	61,677.91	63,220.58	64,790.62	66,415.92	68,068.84	69,776.77	71,512.08	73,299.92	75,132.36
50	54,515.65	55,865.42	57,270.20	58,702.85	60,162.88	61,677.91	63,220.58	64,790.62	66,415.92	68,068.84	69,770.45	71,514.84
45	51,898.75	53,199.93	54,515.65	55,865.42	57,270.20	58,702.85	60,162.88	61,677.91	63,220.58	64,790.62	66,410.45	68,070.55
40	49,391.86	50,631.37	51,898.75	53,199.93	54,515.65	55,865.42	57,270.20	58,702.85	60,162.88	61,677.91	63,219.90	64,800.38
35	46,995.23	48,179.73	49,391.86	50,631.37	51,898.75	53,199.93	54,515.65	55,865.42	57,270.20	58,702.85	60,170.34	61,674.77
30	44,708.86	45,838.36	46,995.23	48,179.73	49,391.86	50,631.37	51,898.75	53,199.93	54,515.65	55,865.42	57,261.99	58,693.70
25	42,532.76	43,607.00	44,708.86	45,838.36	46,995.23	48,179.73	49,391.86	50,631.37	51,898.75	53,193.27	54,523.11	55,886.10
20	40,466.66	41,485.65	42,532.76	43,607.00	44,708.86	45,838.36	46,995.23	48,179.73	49,391.86	50,631.37	51,897.19	53,194.58
15	38,510.83	39,474.56	40,466.66	41,485.65	42,532.76	43,607.00	44,708.86	45,838.36	46,995.23	48,179.73	49,384.25	50,618.93
10	36,665.26	37,574.23	38,510.83	39,475.06	40,466.66	41,485.65	42,532.76	43,607.00	44,708.86	45,838.36	46,984.27	48,158.91
5	34,898.66	35,771.09	36,665.26	37,574.15	38,510.83	39,475.06	40,466.66	41,485.65	42,532.76	43,607.00	44,697.27	45,814.53

LETTER OF UNDERSTANDING
Between the
RAINBOW EMPLOYEES ASSOCIATION AND
RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES
With the
RAINBOW MUNICIPAL WATER DISTRICT

The Rainbow Employee Association (REA) and the Rainbow Association of Supervisors and Confidential Employees (RASCE) have met and conferred and agreed to this Letter of Understanding that is in effect from April 20, 2011 and from this date forward. Specifically, the parties have agreed to the following terms and conditions:

In the REA and RASCE Memorandums of Understanding (MOU's) dated January 1, 2011 to June 30, 2014; Article 8 Paid Time Off, Section 3 Paid Time Off Buy Back has been revised to meet the IRS standards the District became aware of after the signing of these MOU's. The new language states:

Article 8 Paid Time Off

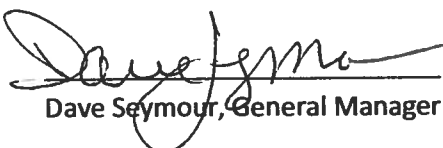
Section 3 Paid Time Off Buy Back

Employees may cash out accrued Paid Time Off (PTO) of a minimum of 40 hours once per year with the following stipulations:

- An irrevocable request must be completed and submitted during the month of December for cashing out PTO in the following calendar year.
- The irrevocable request must state which month of the following calendar year the PTO cash out is to occur. The cash out will be paid on the last payday of the month requested.
- The irrevocable request may not exceed one year's PTO accrual (160, 200, 240, 280 hours).
- Employee must have taken at least ten days cumulative leave (PTO) within the previous twelve-month period.
- Employee must maintain a minimum balance of 120 hours of accrued PTO.
- A request to cash out accrued PTO due to reasons of hardship may be made at any time. The hardship request must be approved by the General Manager and is subject to the unforeseeable emergency definitions of the Internal Revenue Code. (Title 26, Section 1.409A-3)


This language will remain in effect as long as the IRS makes no other changes or the District and Associations negotiate to eliminate the PTO buy back option.

Rainbow Municipal Water District

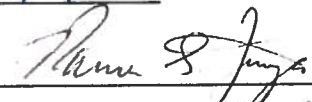
By: 
Dave Seymour, General Manager

Dated: 4/28/2011

Rainbow Employees Association

By: 
Sherry Rebueno, REA President

Dated: 4/28/11

By: 
Ramon Zuniga, RASCE President

Dated: 4-29-2011

LETTER OF UNDERSTANDING
Between the
RAINBOW EMPLOYEES ASSOCIATION AND
RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES
With the
RAINBOW MUNICIPAL WATER DISTRICT

The Rainbow Employee Association (REA) and the Rainbow Association of Supervisors and Confidential Employees (RASCE) have met and conferred and agreed to this Letter of Understanding that is in effect from February 28, 2011 and from this date forward. Specifically, the parties have agreed to the following terms and conditions:

In the REA and the RASCE Memorandums of Understanding dated January 1, 2011 to June 30, 2014; Article 7, Compensation; Section 5, Overtime; Item C – Holiday Overtime Pay, language regarding the rate of pay was inadvertently eliminated. In addition to what is currently stated in Item C, the following paragraph will be added:

Overtime worked on a holiday as listed in the Employee Handbook and Easter Sunday will be paid at two times the regular rate of pay for standby and call back.

Rainbow Municipal Water District

By:


Dave Seymour, General Manager

Dated:

2/28/11

Rainbow Employees Association

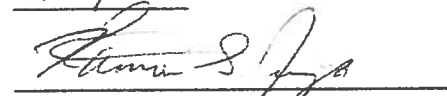
By:


Sherry Rebueno, REA President

Dated:

2/28/11

By:


Ramon Zuniga, RASCE President

Dated:

2-28-2011

LETTER OF UNDERSTANDING
Between the
RAINBOW EMPLOYEES ASSOCIATION AND
RAINBOW ASSOCIATION OF SUPERVISORS AND CONFIDENTIAL EMPLOYEES
With the
RAINBOW MUNICIPAL WATER DISTRICT

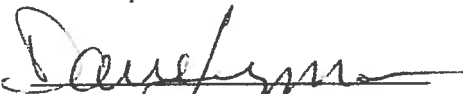
The Rainbow Employee Association (REA) and the Rainbow Association of Supervisors and Confidential Employees (RASCE) have met and conferred and agreed to this Letter of Understanding that is in effect from February 28, 2011 and from this date forward. Specifically, the parties have agreed to the following terms and conditions:

In the REA Memorandum of Understanding dated January 1, 2011 to June 30, 2014; Article 7, Compensation; Section 7, Standby and Section 8 Patrol will be eliminated and replaced with the Water Standby Duty Standard Operating Procedure, Wastewater Standby Duty Standard Operating Procedure and the Water Operations Patrol Standard Operating Procedure. However Section 7; Item E – Standby Duty Pay and Section 8, Item C – Patrol Duty Pay and Section 8, Item D – Holiday Pay will remain in the Memorandum of Understanding as a negotiable item.

In the RASCE Memorandum of Understanding dated January 1, 2011 to June 30, 2014, Article 7, Compensation; Section 7, Standby/Patrol Duty will be replaced with:

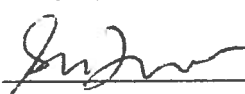
In the event an employee under this agreement must fill in for a Standby or Patrol Duty, the employee will be covered by the Water Standby Duty Standard Operating Procedure, Wastewater Standby Duty Standard Operating Procedure and the Water Operations Patrol Standard Operating Procedure and will receive compensation as outlined in Section 7, Item E and Section 8, Item C of the REA Memorandum of Understanding.

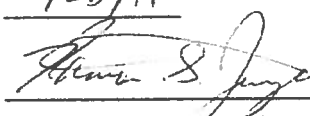
Rainbow Municipal Water District

By: 
Dave Seymour, General Manager

Dated: 2/28/11

Rainbow Employees Association

By: 
Sherry Rebueno, REA President

Dated: 2/28/11
By: 
Ramon Zuniga, RASCE President

Dated: 2-28-2011